

General terms and conditions of NCRT Reinigung & Transport GmbH

Source:

Swiss Commercial Vehicle Association ASTAG + Central Association of International Furniture Transporters in Switzerland CVSM

I. Takeover of transport

1. The execution of a furniture transport takes place under the following conditions of the specialist group furniture transport of the Swiss commercial vehicle association ASTAG and the Central Association of International Furniture Transporters of Switzerland CVSM. Special agreements are only valid if they are made in writing.

2. Every transport order assumes that it can be carried out under normal conditions: The main traffic routes as well as the streets and paths to the houses, where loading and unloading take place, must be passable for the transport vehicles.

In the case of front gardens and the like, normal access conditions are no more than 15 meters between the vehicle and the house

entrance. Corridors, stairs, etc. should enable a smooth transport. It is also assumed that the official regulations permit the execution in the intended manner. In all other cases, the moving price will be increased according to the additional expenses within the framework of the applicable tariffs.

II. Price

3. The amount agreed between the parties is deemed to be the transport price. As a rule, the price is calculated based on the time spent. The tariffs and exchange rates applicable at the time of the transport are reserved, which also serve as a basis if no fixed price has been agreed. When calculating the time used, the time required for the outward and return journey from the transport company's depot must be taken into account.

The transport price includes any dismantling and reassembling of beds, normal cupboards and buffets as well as the setting up of the furniture. However, subject to special agreements, it does not include the following expenses:

a) packing and unpacking the removal goods, in particular the additional expense for subsequent packaging on the day of transport

(see also section 8);

b) special transport of packing material to or from the factory, as well as rental or purchase thereof;

c) the dismantling and reassembly of complicated furniture that requires a lot of time or the involvement of a specialist;

d) the transport of refrigerators / chests with a capacity of more than 200 liters, pianos, grand pianos (large & small), checkout cabinets / safes with an individual weight of more than 100 kg;

e) removing and attaching pictures, mirrors, clocks, lamps, curtains, fixtures, asf.;

f) the transport of objects through windows or balconies;

g) the customary tips to packers and transport personnel;

h) the premiums of transport insurance;

i) Customs clearance, customs and customs charges;

k) Road taxes and ferry costs as well as official fees of all kinds. All these and any other additional services require a special surcharge;

l) The removal and installation of lighting fixtures and other devices connected to the power supply may not be carried out by the transport personnel according to legal regulations.

4. The transport price is in a fixed relationship to the size of the load or the weight of the goods to be transported and the transport distance.

If the actual load volume or weight deviates from the estimate, even after a preliminary inspection, the transport company is obliged to correct the transport price based on the cost estimate or the applicable tariffs in accordance with the additional or reduced performance.

5. Removals are to be paid in cash.

The transport price has to be paid before unloading.

A full prepayment is required for transports abroad.

The transport company has the right of retention to the transported goods in accordance with Article 451 OR.

6. If the customer cancels an order, he has to pay the transport company forfeit money in the amount of one third of the foreseen transport price. The transport company does not have to provide evidence of damage suffered within the meaning of Article 161 OR. If the transport company incurs damage that exceeds this third, the customer is also liable for the additional amount.

III. Liability of the transport company

7. The transport company is liable for damage that can be proven to have been caused by gross negligence on the part of its staff. Liability for slight negligence is expressly tied away. The following provisions remain reserved (Clause 8m 9, 10, cf. also the explanations under Section IV. Exclusion of liability).

In no case does his liability extend beyond that of the transport companies involved in the transport (railway, shipping or air transport company, post office, etc.).

The liability for intermediate carriers and other subcontractors is limited to their careful selection and instruction.

8. The transport company is only liable for goods whose packaging meets normal transport requirements. Fragile objects, lamps, lampshades, plants and all small objects require suitable packaging. The liability of the transport company is limited in any case to the costs of any possible repairs, excluding any replacement service and compensation for impairment.

The transport company is only liable for the contents of boxes and other containers if they have been packed and unpacked by his own staff or those commissioned by him.

9. The liability of the transport company begins with the acceptance of the transported goods and usually ends with their delivery to the domicile of the customer, the storage in a warehouse or the handover of the cargo to another transport company. If the goods are loaded into railway wagons or shipped as general cargo, the liability for the transfer to the railway expires. In the case of transport by rail, ship or plane, the provisions and regulations of the transport companies involved in the transport are decisive.

10. Complaints about loss or damage must be made immediately upon delivery of the goods to be transported and must also be confirmed in writing to the transport company within 3 days.

Damage that is not externally visible must also be reported to the transport company in writing within a period of 3 days.

Any claims for damages must be made within 30 days of the claim being reported.

After these deadlines have expired, no more complaints can be considered.

IV. Disclaimer of liability

11. Compensation for damage or total loss amounts to a maximum of CHF 500 per m³ (cubic meter), under reserve of Section 15; Parts of a cubic meter are counted proportionally.

12. The transport company is released from its liability if loss or damage is caused by the fault of the client, instructions given by the transport company without the assistance of the transport company, its own defects in the removal goods or by circumstances over which the company has no influence. In the event of breakage or damage to particularly endangered items such as marble, glass and porcelain plates, stucco frames, candlesticks, lampshades, radio and television sets and other items of great sensitivity, the transport company is released from his liability, provided that he has taken the usual precautionary measures.

13. Cash and securities are excluded from liability.

The transport company assumes no liability for valuables such as jewelry, documents, works of art, antiques, and collection objects.

If the transport company is given a list of such items with a detailed declaration of value and a transport insurance is taken out on the basis of these documents, the customer will enjoy the insurance cover in terms of clauses 17 and 18.

General terms and conditions of NCRT Reinigung & Transport GmbH

Source:

Swiss Commercial Vehicle Association ASTAG + Central Association of International Furniture Transporters in Switzerland CVSM

IV. Disclaimer of liability - Continued from page 1

14. The transport company assumes no liability for damage that occurs to the goods or buildings being transported because the normal transport conditions described in Section 2 are not available, or when objects are transported through windows, over terraces or balconies.

15. The transport company is not liable for damage caused by fire, accidents, force majeure or an accident caused to the means of transport by third parties, nor for the items mentioned in sections 8, 9 and 13.

16. Unless mutually agreed, the transport company is not liable for delays caused by the failure to provide means of transport on time or non-compliance with the regulatory deadlines by other transport companies involved in the transport. The resulting costs (demurrage, temporary storage, etc.) are borne by the customer. The transport company is also not liable for any damage or loss that may arise from such circumstances.

V. Transport insurance

17. To cover the transport risks, the client undertakes, through the intermediary of the transport company, to take out transport insurance with "Helvetia Schweizerische Versicherungsgesellschaft AG" under the usual conditions and clauses of the "General Conditions for the Insurance of Goods Transports" ABVT applied in Switzerland. The sum insured is at least CHF 100,000. Higher sums insured apply on the express instructions of the client, whereby the client undertakes to inform the transport company of the approximate value of the goods to be moved in advance. The premium for the insurance is collected by the transport company and shown separately on its statement. Otherwise, the transport company only acts as an intermediary.

18. As the policyholder, the client processes any claims directly with Helvetia Schweizerische Versicherungsgesellschaft AG. However, he / she continuously informs the transport company about the claims handling and hereby expressly authorizes the transport company to inspect the damage dossier at Helvetia. The client expressly waives the assertion of claims for damages against the transport company until the damage settlement at Helvetia has been completed.

VI. Customs

19. The client is obliged to truthfully declare the goods to be transported and assumes full responsibility towards the transport company as well as the railway and customs authorities. Without the client's instructions in this regard, the transport company is entitled to treat the transported goods as relocation goods.

20. The transport company is responsible for obtaining the necessary customs documents and is responsible for their accuracy. The client is responsible for all consequences arising from the lack of, late delivery and the incompleteness or incorrectness of these documents. He is liable to the transport company for all expenses resulting from the customs handling of the transported goods. The tariff-based customs clearance costs require normal processing. Extended customs stays and special negotiations with the responsible authorities are to be remunerated accordingly to the transport company. The transport company is not obliged to advance freight, customs duties and taxes. He can demand advances from the client in the respective currency. If the transport company submits, the submission commission and interest as well as a proven course loss are to be reimbursed.

VII. General

21. The cargo space exceeding the volume agreed with the client remains at the disposal of the transport company. The transport company is entitled to transfer the execution of the accepted transport order to another transport company without prior notice.

22. All objects that in any way endanger or otherwise impair the personnel, the goods or the means of transport are excluded from transport.

23. The packaging material provided on loan by the transport company must be emptied immediately after the move has been carried out and kept ready for return transport in accordance with the agreement. Otherwise, special transport costs, possibly also an extended rental, will be charged. Purchase of this material is subject to a special agreement.

24. The transport company is obliged to provide the means of transport at the agreed time. The client must ensure that the transport work and loading can begin at the agreed time or immediately after the arrival of the wagon material. Delivery to the destination must take place immediately after the arrival of the transport or by agreement. The customer is responsible for all activities and additional costs that arise as a result of the delayed acceptance of the transported goods. If unloading cannot start within a waiting period of four hours, the transport company is entitled to store the transported goods at the customer's expense and risk. His liability is limited to the careful selection of the storage location.

25. If the loading or delivery is delayed due to a breakdown, accident, weather conditions or for other reasons for which the transport company is not responsible, the client has no claim to any compensation.

26. The client has the right to reschedule a transport that is in progress, against payment of the costs and disadvantages incurred by the transport company. Such a rescheduling presupposes that the transport company is able to notify the executive bodies in a timely manner.

VIII. Fulfillment and Jurisdiction

27. Swiss law applies exclusively.

28. The place of performance is Kloten. For all disputes, Kloten is the place of jurisdiction for the parties.